

FILED

DEC 21 1999

**IN THE UNITED STATE BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA**

TIMOTHY R. VALBRIDGE,
U.S. BANKRUPTCY CLERK
NORTHERN DISTRICT OF OKLAHOMA

IN RE:)	
)	
TATE, HOWARD L.,)	Case No. 99-00364-M
)	
Debtor,)	
)	
JOE and STEPHANIE BUDZISZ,)	Chapter 7
)	
Plaintiffs,)	
)	
)	
HOWARD L. TATE,)	Adversary No. 99-0095-M
)	
Defendant.)	

JOURNAL ENTRY OF JUDGMENT

NOW on this 21st day of December, 1999, this matter comes on to be heard in its regular order. Plaintiffs, Joe and Stephanie Budzisz ("Budzisz"), appear by and through their attorney of record Jason B. Toon of the law firm Fuller, Chlouber & Frizzell, L.L.P. Defendant, Howard L. Tate ("Tate"), appears by and through his attorney of record Jerry Gunter. The Court has reviewed the *Complaint to Determine Dischargeability of Debt and Objection to Discharge of Certain Debts* ("Complaint") filed herein on April 26, 1999, and judgment is therefore rendered as follows:

THE COURT FINDS that it has exclusive jurisdiction over this proceeding according to 28 U.S.C. § 157 and 1334(a).

THE COURT FURTHER FINDS *that the parties have agreed, as evidenced by the signatures of their counsel,* as alleged in Count I of the Complaint, that the acts *affixed hereto,* and omissions of Tate constituted fraud or defalcation while acting in a fiduciary capacity, which *TM* caused direct injury to Budzisz.

that the parties have agreed, as evidenced by the signatures of their counsel, affixed hereto, TM
THE COURT FURTHER FINDS ¹ as alleged in Count II of the Complaint, that Tate

obtained money from Budzisz by false pretenses, false representation, and actual fraud, which caused direct injury to Budzisz.

that the parties have agreed, as evidenced by the signatures of their counsel, affixed hereto, TM
THE COURT FURTHER FINDS ¹ as alleged in Count III of the Complaint, that Tate's

actions constituted a willful injury to the property of Budzisz.

that the parties have agreed, as evidenced by the signatures of their counsel, affixed hereto, TM
THE COURT FURTHER FINDS ¹ as alleged in the Complaint, that as a result of Tate's

said willful acts and omissions, Budzisz has been injured in the actual amount of seven thousand dollars (\$7,000.00).

that the parties have agreed, as evidenced by the signatures of their counsel, affixed hereto, TM
THE COURT FURTHER FINDS ¹ that the course of dealings between the parties

created an agency in Tate as a Realtor-Associate of Coldwell Banker Radergroup, Realtors. That all of the above said willful acts and omissions occurred during said agency.

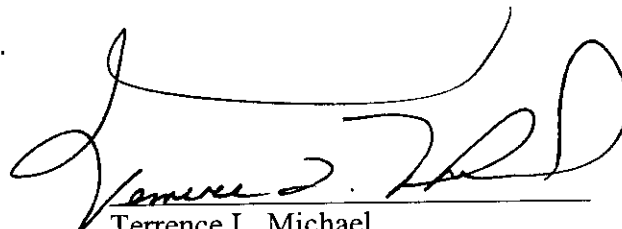
IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that Plaintiffs, Joe Budzisz and Stephanie Budzisz, are granted judgment against Defendant, Howard L. Tate, in the amount of seven thousand dollars (\$7,000.00) as and for actual damages, plus interest accrued at the rate of six percent (6%) per annum from April 26, 1999 through the date of entry hereof. Post judgment interest shall accrue on the total foregoing judgment as allowed by law, until paid.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that Plaintiffs, Joe Budzisz and Stephanie Budzisz, are granted judgment against Defendant, Howard L. Tate, in the amount of three thousand five hundred dollars (\$3,500.00) as and for costs including attorney's fees incurred herein.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the above judgments for actual damages as well as for costs including attorney's fees incurred herein are not dischargeable pursuant to 11 U.S.C. § 523(a) and discharge of same is hereby denied.

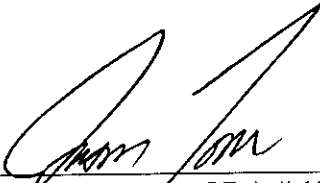
IT IS FURTHER ORDERED, ADJUDGED AND DECREED by agreement of the parties that Defendant, Howard L. Tate, is to pay said judgment for costs including attorney's fees in installments of \$100.00 per month for eleven (11) months, then \$200.00 per month for the following twelve (12) months, until said judgment is paid in full. Each payment is due by the first (1) day of the month, commencing on January 1, 2000 and continuing until paid in full. Payments shall be made to Joe and Stephanie Budzisz at Fuller, Chlouber & Frizzell, L.L.P., Twenty East Fifth Street, Suite 200, Tulsa, Oklahoma 74103-4407.

DATED this 2/5 day of December, 1999.



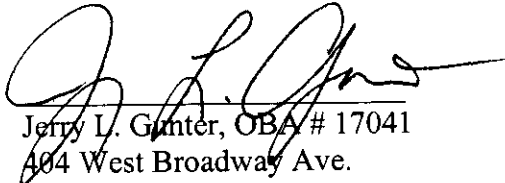
Terrence L. Michael
United States Bankruptcy Judge

APPROVED:



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